

	<p align="center"><b>State of South Carolina</b></p> <p align="center">Invitation For Bid <b>AMENDMENT #6</b></p>	<p>Solicitation: 5400010152  Date Issued: 12/30/2015  Procurement Officer: JO MARIE BROWN, CPPO, CPPB  Phone: 803-896-0670  E-Mail Address: <a href="mailto:jmbrown@mmo.sc.gov">jmbrown@mmo.sc.gov</a>  Mailing Address: Materials Management Office  PO Box 101103  Columbia SC 29211</p>
---	---	--

DESCRIPTION: **IFB-Law Enforcement Emergency Lightbars and Equipment**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **01/14/2016 @ 11:00 am EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/09/2015 @ 3:00 pm EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **1**

<p>CONFERENCE TYPE: <b>Non-Mandatory Pre-Bid</b>  DATE &amp; TIME: <b>December 7, 2015 @ 2:00 PM EST</b>  <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small></p>	<p>LOCATION:  <b>Materials Management Office</b>  <b>1201 Main Street, Suite 600</b>  <b>Columbia, SC 29201</b></p>
---	---

<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on-<b>1/26/2016</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a> under Contracting Opportunities: Goods and Services</p>
--------------------------------------	---

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" provision.)

<p><b>NAME OF OFFEROR</b>   <small>(full legal name of business submitting the offer)</small></p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p><b>AUTHORIZED SIGNATURE</b>   <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small></p>	<p><b>DATE SIGNED</b></p>
<p><b>TITLE</b>   <small>(business title of person signing above)</small></p>	<p><b>STATE VENDOR NO.</b>   <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small></p>
<p><b>PRINTED NAME</b>   <small>(printed name of person signing above)</small></p>	<p><b>STATE OF INCORPORATION</b>   <small>(If you are a corporation, identify the state of incorporation.)</small></p>

<p>OFFEROR'S TYPE OF ENTITY: (Check one) <span style="float: right;"><small>(See "Signing Your Offer" provision.)</small></span></p>		
<p><input type="checkbox"/> Sole Proprietorship</p>	<p><input type="checkbox"/> Partnership</p>	<p><input type="checkbox"/> Other _____</p>
<p><input type="checkbox"/> Corporate entity (not tax-exempt)</p>	<p><input type="checkbox"/> Corporation (tax-exempt)</p>	<p><input type="checkbox"/> Government entity (federal, state, or local)</p>

**(Return Page Two with Your Offer)**

[illegible]

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)
---	----------------------	----------------------	----------------------	------------------------

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Not Applicable

☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address **(check only one)**

## Table of Contents

<b>SECTION I</b> .....	4	
ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006) .....	4	
MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006) .....		4
<b>SECTION II A</b> .....	5	
DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015) .....	5	
AMENDMENTS TO SOLICITATION (JAN 2004) .....	5	
AUTHORIZED AGENT (FEB 2015) .....	5	
AWARD NOTIFICATION (FEB 2015) .....	6	
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) .....	6	
BID ACCEPTANCE PERIOD (JAN 2004) .....	6	
BID IN ENGLISH and DOLLARS (JAN 2004) .....	6	
BOARD AS PROCUREMENT AGENT (FEB 2015) .....	6	
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) .....	6	
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004) .....		7
CODE OF LAWS AVAILABLE (JAN 2006) .....	8	
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) .....		8
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) ....	8	
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004) .....	8	
DUTY TO INQUIRE (FEB 2015) .....	8	
ETHICS CERTIFICATE (MAY 2008) .....	8	
IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015) .....	9	
OMIT TAXES FROM PRICE (JAN 2004) .....	9	
OPEN TRADE REPRESENTATION (JUN 2015) .....	9	
PROTESTS (JUN 2006) .....	9	
PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) .....	9	
PUBLIC OPENING (JAN 2004) .....	9	
QUESTIONS FROM OFFERORS (FEB 2015) .....	9	
REJECTION/CANCELLATION (JAN 2004) .....	10	
RESPONSIVENESS/IMPROPER OFFERS (JUN 2015) .....	10	
SIGNING YOUR OFFER (JAN 2004) .....	10	
STATE OFFICE CLOSINGS (JAN 2004) .....	11	
SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015) .....	11	
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015) .....	11	
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008) .....		11
VENDOR REGISTRATION MANDATORY (JAN 2006) ....	12	
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) .....	12	
<b>SECTION II B</b> .....	13	
CLARIFICATION (NOV 2007) .....	13	
MAIL PICKUP (JAN 2006) .....	13	
OFFERING BY LOT (JAN 2006) .....	13	
ON-LINE BIDDING INSTRUCTIONS (MAR 2015) .....	13	
PROTEST - CPO - MMO ADDRESS (JUN 2006) .....	14	
UNIT PRICES REQUIRED (JAN 2006) .....	14	
<b>SECTION III</b> .....	15	
SEE BIDDING SCHEDULE .....	15	
DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006) .....	15	
DELIVERY DATE -- 30 DAYS ARO (JAN 2006) .....	15	
OPERATIONAL MANUALS (JAN 2006) .....	15	
QUALITY -- NEW (JAN 2006) .....	15	
ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015) .....		15
<b>SECTION IV</b> .....	17	
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015) .....	17	
MINORITY PARTICIPATION (JAN 2006) .....	17	

<b>SECTION V</b> .....	18
QUALIFICATION OF OFFEROR (MAR 2015) .....	18
<b>SECTION VI</b> .....	19
AWARD BY LOT (JAN 2006) .....	19
AWARD CRITERIA -- BIDS (JAN 2006) .....	19
CALCULATING THE LOW BID .....	19
UNIT PRICE GOVERNS (JAN 2006) .....	19
<b>SECTION VII A</b> .....	20
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) .....	20
BANKRUPTCY - GENERAL (FEB 2015) .....	20
CHOICE-OF-LAW (JAN 2006) .....	20
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015) .....	20
DISCOUNT FOR PROMPT PAYMENT (JAN 2006) .....	20
DISPUTES (JAN 2006) .....	21
EQUAL OPPORTUNITY (JAN 2006) .....	21
FALSE CLAIMS (JAN 2006) .....	21
FIXED PRICING REQUIRED (JAN 2006) .....	21
NO INDEMNITY OR DEFENSE (FEB 2015) .....	21
NOTICE (JAN 2006) .....	21
OPEN TRADE (JUN 2015) .....	22
PAYMENT and INTEREST (FEB 2015) .....	22
PUBLICITY (JAN 2006) .....	22
PURCHASE ORDERS (JAN 2006) .....	22
IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015) .....	22
SURVIVAL OF OBLIGATIONS (JAN 2006) .....	22
TAXES (JAN 2006) .....	22
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006) .....	23
THIRD PARTY BENEFICIARY (JAN 2006) .....	23
WAIVER (JAN 2006) .....	23
<b>SECTION VII B</b> .....	24
CHANGES (JAN 2006) .....	24
CISG (JAN 2006) .....	24
CONTRACT LIMITATIONS (JAN 2006) .....	24
DEFAULT (JAN 2006) .....	24
ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006) .....	25
ESTIMATED QUANTITY -- UNKNOWN (JAN 2006) .....	25
PRICE ADJUSTMENTS (JAN 2006) .....	26
PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006) .....	26
PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006) ..	26
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) ....	26
PURCHASING CARD (JAN 2006) .....	27
RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006) .....	27
SHIPPING / RISK OF LOSS (JAN 2006) .....	27
STATEWIDE TERM CONTRACT (FEB 2015) .....	27
STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012) .....	27
STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006) ...	27
SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009) .....	27
TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006) .....	28
TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015) .....	28
TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006) .....	28
TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006) .....	28
TERMINATION FOR CONVENIENCE (JAN 2006) .....	28
WARRANTY -- STANDARD .....	29
<b>SECTION VIII</b> .....	30
BIDDING SCHEDULE (NOV 2007) .....	30

<b>SECTION IX</b> .....	50
LIST OF ATTACHMENTS .....	50
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING .....	51
OFFEROR'S CHECKLIST (JUN 2007) .....	52
PURCHASE ORDER ATTACHMENT - ACCEPTANCE OF OFFERS 10% BELOW STATEWIDE TERM CONTRACT PRICE .....	53

**THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES HAVE BEEN HIGHLIGHTED AND INCORPORATED INTO THIS AMENDMENT #6. NO OTHER AMENDMENTS WILL BE ISSUED IN REGARDS TO MODEL OR PART NUMBERS.**

**The date to submit bids has changed to: 1/14/2016 @ 11:00 am EST**

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SUPPLIES / EQUIPMENT (Modified)**

The purpose of this solicitation is to establish a source or sources of supply for the purchase of new Law Enforcement, EMS, & Fire Department light bars and safety emergency equipment for all state agencies and optional local public procurements units within the geographic limits of the State of South Carolina.

An award will be issued to the lowest responsive and responsible bidder for each lot. See Offering by Lot [02-2B095-1] for more information.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

**Start date: 2/5/2016      End date: 2/4/2021**

The term of this contract shall be for a period of one (1) year from the effective date of contract with four (4) additional one (1) year renewals.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-2]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

## **AWARD NOTIFICATION (FEB 2015)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **BOARD AS PROCUREMENT AGENT (FEB 2015)**

The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-2]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

**GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3)



of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

## **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

## **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

## **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be

## **IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015)**

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

## **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

## **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

## **PROTESTS (JUN 2006)**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

## **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement

Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

## **SIGNING YOUR OFFER (JAN 2004)**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<http://www.scemd.org/planandprepare/disasters/severe-winter-weather>  
[02-2A120-3]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov) ) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)  
[02-2A125-2]

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and

economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

## **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm> ) [02-2A145-1]

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Non-Mandatory Pre-Bid/Proposal Conference Date and Time: **Intentionally Deleted**

Location of Pre-Bid/Proposal Conference:

**Materials Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

### DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006)

Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

### CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

### MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

### OFFERING BY LOT (Modified)

Offers may be submitted for one or more complete lots. One contract will be awarded for each manufacturer/lot. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

### ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) **Mandatory Registration.** You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitations Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.**

**Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

[02-2B105-2]

**PROTEST - CPO - MMO ADDRESS (JUN 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us) ,

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

**QUALIFIED PRODUCTS LIST (JAN 2006):**

Offer only products that are on the qualified products list. [02-2B125-1]

**UNIT PRICES REQUIRED (JAN 2006)**

Unit price to be shown for each item. [02-2B170-1]



### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **SEE BIDDING SCHEDULE**

See Bidding Schedule [03-3005-1]

#### **1. Substitutions**

Please note that substitutions may be allowed based on discontinued/upgraded and/or replacements made by the manufacturer during the term of the contract. **The Materials Management Office and the Department of Public Safety must mutually agree upon all substitutions.**

#### **2. Projected Emergency Equipment Purchases**

Based on an estimated annual order of 140 vehicles. This figure is derived from historical estimated usage of the current contract and is not indicative of anticipated usage of the new contract.

#### **3. Warranty Information**

See Warranty-Standard in Section VII-B (07-7B280-1)

#### **4. Service Policies**

Shipping shall be pre-paid to and from the manufacturers authorized repair facility for all Emergency Equipment being returned for warranty repairs.

#### **DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)**

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

#### **DELIVERY DATE -- 30 DAYS ARO (JAN 2006)**

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3025-1]

#### **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

#### **QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

#### **ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)**

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:  
Procurement Services Division  
Attn: Reports Manager  
1201 Main Street, Suite 600  
Columbia, SC 29201  
Phone: (803) 737-0600 (ask to speak to the Reports Manager)  
***Failure to receive the information packet does not relieve contractor from its obligations hereunder.***

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

[03-3090-2]

#### **ADMINISTRATIVE SERVICES FEE – CALCULATION – SPO (APR 2015):**

For each reporting period, Contractor shall pay to PS a fee equal to three-quarters (0.75%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract. [03-3096-1]

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>  
[04-4015-1]

## V. QUALIFICATIONS

### QUALIFICATION OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

## **VI. AWARD CRITERIA**

### **AWARD BY LOT (Modified)**

Award will be made by complete lot(s). One contract will be issued for each manufacturer/lot. [06-6015-1]

### **AWARD CRITERIA -- BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

### **CALCULATING THE LOW BID (Modified)**

Low bid shall be calculated for each complete lot (see below [06-6075-1].) Balance of catalogue percentage discounts *will not* be used to determine low bid.

[06-6050-1]

### **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHOICE-OF-LAW (JAN 2006)**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office

receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

## **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

## **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

## **FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

## **NOTICE (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

## **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

## **PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

## **PUBLICITY (JAN 2006)**

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

## **PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

## **IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)**

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after



delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

#### **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

### **CISG (JAN 2006)**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.  
[07-7B030-1]

### **CONTRACT LIMITATIONS (JAN 2006)**

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

### **DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

#### **ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)**

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

#### **ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)**

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

#### **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

## **PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)**

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

## **PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B180-1]

## **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **PURCHASING CARD (JAN 2006)**

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

## **RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)**

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **STATEWIDE TERM CONTRACT (FEB 2015)**

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.

(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms.

[07-7B225-2]

## **STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)**

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

## **STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)**

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

## **SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)**

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the State may terminate

your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

#### **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is **1 years, 0 months, 0 days** from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

#### **TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

#### **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

#### **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

#### **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor

the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

- (i) contract prices for supplies or services accepted under the contract;
  - (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
  - (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
  - (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
  - (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
  - (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.
- [07-7B265-1]

#### **WARRANTY – STANDARD (JAN 2006):**

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

In addition the Standard Warranty, the following warranty applies:

All vendors must offer, at a minimum, the following warranties:

<b>EMERGENCY LIGHTING WARRANTY INFORMATION</b>				
<b>LED Lightbars and other LED lighting</b>	<b>Other LED lighting</b>	<b>Siren Controller</b>	<b>Siren Speaker</b>	<b>Non LED Products</b>
<b>5 Year Warranty</b>	<b>5 Year Warranty</b>	<b>3 Year Warranty</b>	<b>1 Year Warranty</b>	<b>1 Year Warranty</b>

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

#### LOT 1:

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Light Bar-Star Laser 7400 Series				
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight and Lantern Co., Inc.; Product: Light Bar - Star Laser 7400 Series, Model LED Special Warranty: 5 years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Siren/Light Controller-Model LCS881				
<b>Tendering Text:</b> Lot 1:-Manufacturer: Star Headlight & Lantern Co., Inc Product: Siren/Light Controller Unistar Command Center, Model LCS881 Warranty: 3 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Siren Speaker and Bracket				
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight and Lantern Co., Inc. Product: Siren Speaker and Bracket Model: 100W Cyclone (comes with bracket), Model D-44 Warranty: 2 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	500	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> 3" LED Blue Light w/Bracket				
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Co., Inc Product: 3" LED Blue Light w/bracket Model: DLX3 Auxiliary LED light w/ L bracket, Model :DLX3 bracket Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	300	each		



<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> 6" LED Blue Light
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Co., Inc Product: 6" LED Blue Light Model: DL15 Series, Model DL15-6W Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	200	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Headlight Flasher-Starflash FM6900
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Co., Inc Product: Headlight Flasher Starflash FM6900 Series, Model FM-6904 Warranty: 1 Year

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	250	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Double Blue Light-DLX4 Versa Star Series
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Co., Inc Product: Double Blue Light Model: DLX4 Versa Star Series, Model DLX4-HK2 Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0008	300	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Single Blue Light-DLX4 Versa Star Series
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Co., Inc Product: Single Blue Light Versa Star Series, Model DLX4-HK Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0009	200	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Visor Blue Light-Star Visor II LED Light
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Co., Inc Product: Visor Blue Light Model: Star Visor II LED light, Model VL22 LED Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0010	300	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Slimline 8" LED Light-Mini Phantom Series
<b>Tendering Text:</b> <b>Lot 1:</b> Manufacturer: Star Headlight & Lantern Co., Inc Product: Slimline 8" LED light Without Hood Model: Mini Phantom Series, ULB9 Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0011	300	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Slimline 8" LED Light-Mini Phantom Hood
<b>Tendering Text:</b> <b>Lot 1:</b> Manufacturer: Star Headlight & Lantern Co., Inc Product: Slimline 8" LED Light with Hood Model: Mini Phantom Series, ULB9S with hood Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0012	300	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Interior Split Lightbar Front, Blue
<b>Tendering Text:</b> <b>Lot 1:</b> Manufacturer: Star Headlight & Lantern Co., Inc Product: Interior Split lightbar Front, Blue w/ takedown lights and bracket Model: Phantom Series, Model <b>ULB24-DLP-BB</b> Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0013	300	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Interior Split Lightbar Front
<b>Tendering Text:</b> <b>Lot 1:</b> Manufacturer: Star Headlight & Lantern Co., Inc Product: Interior Split lightbar Front, Blue w/ bracket Model: Phantom Series, ULB24- BB Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0014	300	each		

<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)
<b>Item Description:</b> Interior One Piece Lightbar Front, Blue
<b>Tendering Text:</b> <b>Lot 1:</b> Manufacturer: Star Headlight & Lantern Company, Inc. Product: Interior One Piece lightbar front, blue with takedown lights and bracket Model: Phantom Series, ULB44-DLP-BB Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0015</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Interior One Piece Lightbar Rear				
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Company, Inc. Product: Interior One Piece lightbar rear, Blue/Amber Model: Phantom Series, ULB44-1-CUST Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0016</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Multi Color Interior Split Light Bar				
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Company, Inc. Product: Multi-color interior split light bar front, white/blue with brackets Model: Phantom Series, ULB28-BW Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0017</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Multi Color Interior One Piece Light Bar Rear, Blue/Amber w/Brackets				
<b>Tendering Text:</b> Lot 1: Manufacturer: Star Headlight & Lantern Company, Inc. Product: Multi-Color Interior One Piece lightbar rear, Blue/Amber w/Brackets Model: Phantom Series, ULB48-BA Warranty: 5 Years				

The percentage discount(s) offered on the manufacturers catalogues listed below will **NOT** be used to determine award. Award will be based on the lowest net cost offered for this lot.

Star Headlight & Lantern Company, Inc's complete line of Law Enforcement Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

Star Headlight & Lantern Company, Inc's complete line of EMS and Fire Safety Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

## LOT 2

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0018</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Lightbar Model 2747A3-CC				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: Lightbar Model: 2747A3-CC Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0019</b>	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Siren/Light Controller Model 3892L6				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: Siren/Light Controller Model: 3892L6 Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0020</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Siren -Model 3920				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: Siren Model: 3920 Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0021</b>	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Siren Speaker Model C3100U/Bracket				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: Siren Speaker Model: C3100U comes with bracket Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0022</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Grill Light Model MR6 **				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: Grill Light Model: MR6** Warranty: 5 Years The "***" will designate color when the customer orders. R for Red, B for Blue, W for White, A for amber. Any two colors can be used, or for single color, the same letter twice-BB, RR, etc. This applies for all lights with ** in the model numbers below.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0023</b>	150	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Double Light for Rear Deck				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: Double Light for Rear Deck Model: XT302** Warranty: 5 Years The "***" will designate color when the customer orders. R for Red, B for Blue, W for White, A for amber. Any				

two colors can be used, or for single color, the same letter twice-BB, RR, etc. This applies for all lights with \*\* in the model numbers below.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0024</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Single Blue Light Model TRX6**				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: Single Blue Light Model: TRX6** Warranty: 5 Years The "***" will designate color when the customer orders. R for Red, B for Blue, W for White, A for amber. Any two colors can be used, or for single color, the same letter twice-BB, RR, etc. This applies for all lights with ** in the model numbers below.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0025</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> 6-LED Low Profile Hide-a-Way HB6Pak*				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: 6 LED Low Profile Hide-a-way Model: HB6Pak* Warranty: 5 Years *Single color only. Red, Blue, White and Amber.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0026</b>	150	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Dual LED for Front or Rear				
<b>Tendering Text:</b> Lot 2: Manufacturer-Code 3 PSE Product: Dual LED for Front or Rear Model: LX2F** Warranty: 5 Years The "***" will designate color when the customer orders. R for Red, B for Blue, W for White, A for amber. Any two colors can be used, or for single color, the same letter twice-BB, RR, etc. This applies for all lights with ** in the model numbers below.				

The percentage discount(s) offered on the manufacturers catalogues listed below will **NOT** be used to determine award. Award will be based on the lowest net cost offered for this lot.

Code 3 PSE's complete line of Law Enforcement Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

Code 3 PSE's complete line of EMS and Fire Safety Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

**LOT 3**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0027</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Legend LPX 45" Light Bar				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: Legend LPX 45" Light Bar Model: LPX45Z-SCSC Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0028</b>	50	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Legend LPX 53" Light Bar				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: Legend LPX 53" Light Bar Model: LPX53Z-SCSC Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0029</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Legend LPX Discrete 45" Light Bar Package				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: Legend LPX 45" Light Bar (Includes light bar, PA640,ES100c Speaker and bracket) Model: LPX45PKG-SCSC Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0030</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> PA650 Siren (650003)-Model PA650				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: Siren Model: PA650 Warranty: 3 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0031</b>	150	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> SpectraLux Viper S2 Dual Light				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: SpectraLux Viper S2 Dual Light Model: 329252** (multiple colors) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0032</b>	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> ES100 Speaker + Bracket				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: Speaker and Bracket Model: ES100 Warranty: 2 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0033</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> PA640 Siren Model-PA640				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: Siren Model: PA640 Warranty: 3 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0034</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Rumbler3 + Bracket				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product:Rumbler3 with Bracket Model: Rumbler3 Warranty: 3 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0035</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Impaxx3 Light + Bracket				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: Impaxx3 Exterior Blue Light + Bracket Model: IPX300-* (multiple colors) (Light) & Bracket IPX-GR L1 Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0036</b>	150	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Integrity 44" Light Bar				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product :Integrity 44" Lightbar Model/Part : INTG44-SCSC Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0037</b>	150	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Integrity 51" Light Bar				
<b>Tendering Text:</b> Lot 3: Manufacturer-Federal Signal Corporation Product: Integrity 51" Lightbar Model/Part: INTG51-SCSC Warranty: 5 Years				

The percentage discount(s) offered on the manufacturers catalogues listed below will **NOT** be used to determine award. Award will be based on the lowest net cost offered for this lot.

Federal Signal Corporation's complete line of Law Enforcement Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

Federal Signal Corporation's complete line of EMS and Fire Safety Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

#### **LOT 4**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0038</b>	250	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Dual Avenger - AVN2** (* color)				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: Dual Avenger Model: AVN2** (* will be for color) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0039</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Single Avenger - AVN1* (* for color)				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: Single Avenger Model: AVN1** (* will be for color) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0040</b>	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Remote Siren - HHS2200				



**Tendering Text:** Lot 4: Manufacturer-Whelen Engineering Company Product: Remote Siren Model: HHS2200  
Warranty: 3 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0041	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Speaker SA315P				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: Speaker Model: SA315P Warranty: 2 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0042	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Speaker Bracket				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: Speaker Bracket Model: SAK* (* Number for Specific Vehicle) Warranty: 2 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0043	500	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> TIR3 Horizontal Mounting Super-LED				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: TIR3 Series Horizontal Mounting Super-LED Model: RS*03ZCR (* indicates lens or LED color) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0044	500	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> TIR3 Bracket- RBKT1				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: TIR3 Bracket Model: RBKT1 Warranty:				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0045	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				

<b>Item Description:</b> 500 Series TIR6 Super-LED
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: 500 Series TIR6 Super-LED Model: 50*03ZCR (* for color) Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0046	300	each		

**Product Catg.:** 99842 - Fire and Police Equip. (Not Otherwise Classified)

**Item Description:** Liberty II 48 Inch SOLO Sedan Lightbar Package

**Tendering Text:** Lot 4: Manufacturer-Whelen Engineering Company Product: Liberty II 48inch SOLO Sedan Lightbar, Liberty II lightbar fully loaded with four Corner modules, ten IWDL\* in-board modules, two #ITL3 (3 LED) Takedowns, two IA3 (3 LED) Alley Lights, Traffic Adviser capable and vehicle specific mounting strap kit Model: IX8\*\*\*\* (\*\*\*\* for color) Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0047	300	each		

**Product Catg.:** 99842 - Fire and Police Equip. (Not Otherwise Classified)

**Item Description:** Liberty II 54 inch SOLO SUV/Truck Light Package

**Tendering Text:** Lot 4: Manufacturer-Whelen Engineering Company Product: Liberty II 54 inch SOLO SUV/Truck Lightbar. Liberty II lightbar fully loaded with four Corner modules, ten IWDL\* in-board modules, two #ITL3 (3 LED) Takedowns, two IA3 (3 LED) Alley Lights, Traffic Adviser capable and vehicle specific mounting strap kit Model: IX2\* \*\*\* (\*\*\*\* for color) Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0048	200	each		

**Product Catg.:** 99842 - Fire and Police Equip. (Not Otherwise Classified)

**Item Description:** Siren Amp

**Tendering Text:** Lot 4: Manufacturer-Whelen Engineering Company Product: Siren Amp Model: WPA112 Warranty: 3 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0049	150	each		

**Product Catg.:** 99842 - Fire and Police Equip. (Not Otherwise Classified)

**Item Description:** Control Head

**Tendering Text:** Lot 4: Manufacturer-Whelen Engineering Company Product: Control Head Model: WPA1 - (works w/ WPA112 above) Warranty: 3 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0050	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Inner Edge				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: Inner Edge Model: IX**UFZ-(*for color-interior lightbar) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0051	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> ION Super-LED Universal Light				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: ION Series Super-LED Universal Light Model: ION* (* for color) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0052	50	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Slimlighter Super-LED Series				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: Slimlighter Super-LED Model: SLPMM**-(* for color) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0053	50	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Legacy 48" Sedan DUO Lightbar Package				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: Legacy 48" Sedan DUO lightbar. LEGACY lightbar fully loaded with four Corner DUO modules, twelve GBDL# long DUO in-board modules and four GBDS# short DUO in-board modules, two GBAW# DUO Alley lights, Traffic Adviser capable and vehicle specific mounting strap kit. Model: GB8**** (**** for color) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0054	50	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Legacy 54" SUV/Truck DUO Lightbar Package				
<b>Tendering Text:</b> Lot 4: Manufacturer-Whelen Engineering Company Product: Legacy 54" SUV/truck DUO lightbar.				

Legacy lightbar fully loaded with four Corner DUO modules, sixteen GBDL# long DUO in-board modules, two GBAW# DUO Alley lights, Traffic Adviser capable and vehicle specific mounting strap kit. Model: GB2\*\*\*\* (\*\*\*\* for color) Warranty: 5 Years

The percentage discount(s) offered on the manufacturers catalogues listed below will **NOT** be used to determine award. Award will be based on the lowest net cost offered for this lot.

Whalen Engineering Company complete line of Law Enforcement Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

Whalen Engineering Company complete line of EMS and Fire Safety Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

### LOT 5

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0055</b>	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> 100W Speaker				
<b>Tendering Text:</b> Lot 5: Manufacturer-Brooking Industries, Inc Product: 100W Speaker Model: LS-100 Warranty: 1 Year				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0056</b>	400	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Vehicle Bracket- SPN** (*Vehicle )				
<b>Tendering Text:</b> Lot 5: Manufacturer-Brooking Industries, Inc Product: Vehicle Bracket Model: SPN** (*Vehicle ) Warranty: 1 Year				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0057</b>	500	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> MS3BS 3-LED Lighthead				
<b>Tendering Text:</b> Lot 5: Manufacturer-Brooking Industries, Inc Product: MS3BS 3-LED Lighthead Model: MS3BS*A (* for color) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
-------------	----------	-----------------	------------	----------------

<b>0058</b>	500	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Bracket for MS3BS 3 LED Light				
<b>Tendering Text:</b> Lot 5: Manufacturer-Brooking Industries, Inc Product: Bracket for MS3BS 3-LED Lighthead Model: MBGMS3BS Warranty: 1 Year				

<b>Line Number</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>0059</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> 49" Torrent Lightbar				
<b>Tendering Text:</b> Lot 5: Manufacturer-Brooking Industries, Inc Product: 49" Torrent Lightbar Model: LTR-5020GE-0 (49 Inch Lightbar, Any Color) Warranty: 5 Years				

<b>Line Number</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>0060</b>	50	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> 54" Torrent Lightbar				
<b>Tendering Text:</b> Lot 5: Manufacturer-Brooking Industries, Inc Product: 54" Torrent Lightbar Model: LTR-602062-0 (54 Inch Lightbar, Any Color) Warranty: 5 Years				

<b>Line Number</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>0061</b>	300	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Stealth Interior Visor Lightbar				
<b>Tendering Text:</b> Lot 5: Manufacturer-Brooking Industries, Inc Product: Stealth Visor Undercover Interior Lightbar Model: SV6W-*/* (* for color) Warranty: 5 Years				

<b>Line Number</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>0062</b>	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> 6 LED Lighthead				
<b>Tendering Text:</b> Lot 5: Manufacturer-Brooking Industries, Inc Product: MS6BS 6-LED Lighthead Model: MS6BS* (* for color) Warranty: 5 Years				

The percentage discount(s) offered on the manufacturers catalogues listed below will **NOT** be used to determine award. Award will be based on the lowest net cost offered for this lot.

Brooking Industries, Inc. complete line of Law Enforcement Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

Brooking Industries, Inc complete line of EMS and Fire Safety Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

**LOT 6**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0063</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> 48" nForce LED Lightbar (ENFLB) w/take				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: 48" nForce LED lightbar (ENFLB) w/take downs & alleys - clear lenses with amber, blue, red or white 6 LED inboard and 12 LED corners Model: ENFLB48-SCHP Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0064</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> nForce 8 Module Interior Windshield light				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: nForce 8 module interior windshield lightbar w/shroud, 6 LEDs - single color Model: ENF WB-SCHP-WS Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0065</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> nForce 8 Module Interior Rear Deck Light				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: nForce 8 module interior rear deck lightbar w/shroud, 6 LEDs - single color Model: ENFW B-SCHP-RD Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0066</b>	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				

<b>Item Description:</b> 100L Series Professional Speaker w/Bracket
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: 100L Series Professional Speaker with Universal Bail Bracket-100 Watt Model: ETSS100N Warranty 3 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0067	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Intersector Under Mirror/Surface Mount Light				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: Intersector under mirror/surface mount light w/inline flasher, 3-wedges, mounting gasket & hardware blue Model: ENT2B3B Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0068	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> nForce Single Deck/Grille Mount Light, SAE class 1, 10-16v, black housing, 6 LED, Solid or Split Color				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: nForce Single Deck/Grille Mount Light, SAE class 1, 10-16v, black housing, 6 LED, Solid or Split Color Model: ENFSGS1(x) (* X can be amber, blue red or white or red/blue) Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0069	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> nForce Dual Windshield Light w/Permanent Mount				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: nForce dual windshield light w/permanent mount, 12" hard wire w/sync option, SAE Class 1, 10-16v, Black Housing, 6 LED, solid color - blue/blue Model: ENFDWP1BB Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0070	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> nERGY 400 Series Multi-Function Siren				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: nERGY 400 series multi-function siren w/button control, 10-16v - 100w single speaker Model: ETSA481CSP Warranty: 3 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0071	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> nERGY 400 Series Remote Siren 200W				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: nERGY 400 series remote siren, 10-16v - 200w single speaker Model: ETSA482RSP Warranty : 3 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0072	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> GHOST Single Multi-Mount Light				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: GHOST Single Multi-Mount Light (Edge Mount, Permanent Mount & 3M Super Duty Adhesive Model: EGHST1B-12 Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0073	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Fusion Lite, Single Surface Mount, Black				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: Fusion Lite, Single Surface Mount, Black Model: EFL1BOB Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0074	150	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> nLine 60" LED Surface Mount Running Light				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: nLine 60" LED surface mount running light (pair), 10-16v solid color blue/blue LEDs Mod el: ENL260BB Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0075	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> PAR 46 Unity Spotlight LED Insert-White				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: PAR 46 Unity Spotlight LED Insert-White LED's Model: ESL461WC Warranty: 5 Years				



Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0076</b>	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> LED3 Mini Surface Mount Light				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: LED3 mini surface mount light, 12v includes mounting gasket & hardware - blue Model: EL3SNB Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0077</b>	50	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Compass GHOST Fender Light				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: Compass GHOST fender light, 10-16 Vdc fits Ford Sedan 2013 - Solid color blue/blue Model: ECPGHKF1BBB Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0078</b>	150	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Universal Undercover Screw-in LED insert				
<b>Tendering Text:</b> Lot 6: Manufacturer-Soundoff Signal Product: Universal undercover screw-in LED insert single light kit, 10-16 Vdc w/10' cable: includes insert, Lens 1 (Extreme Angle) & inline flasher - blue Model: ELUC2S010B Warranty: 5 Years				

The percentage discount(s) offered on the manufacturers catalogues listed below will **NOT** be used to determine award. Award will be based on the lowest net cost offered for this lot.

Soundoff Signal's complete line of Law Enforcement Lights & Emergency Warning Equipment;  
Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue  
\_\_\_\_\_ %

Soundoff Signal's complete line of EMS and Fire Safety Lights & Emergency Warning Equipment;  
Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue  
\_\_\_\_\_ %

#### **LOT 7**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0079</b>	200	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				

<b>Item Description:</b> 49" LED Lightbar
<b>Tendering Text:</b> Lot 7: Manufacturer-Feniex Industries, Inc. Product: 49" LED Lightbar, Feniex Cobra Model: L-4910 Warranty: 5 Years

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0080	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Avatar Hook Kit (Dodge Charger)-FT 17				
<b>Tendering Text:</b> Lot 7: Manufacturer-Feniex Industries, Inc. Product: Avatar Hook Kit (Dodge Charger) Model: FT 17 Warranty: 1 Year				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0081	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Apollo 2X BW-BW				
<b>Tendering Text:</b> Lot 7: Manufacturer-Feniex Industries, Inc. Product: Apollo 2X Single Color Deck/Dash Light Model: F-22013 Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0082	100	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> Apollo F6 Blue F-10013				
<b>Tendering Text:</b> Lot 7: Manufacturer-Feniex Industries, Inc. Product: Apollo F6 Single Color Light Model: F-10013 Warranty: 5 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0083	50	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				
<b>Item Description:</b> 4200 Controller w/Storm Pro Siren				
<b>Tendering Text:</b> Lot 7: Manufacturer-Feniex Industries, Inc. Product: 4200 Controller with Storm Pro Siren Model: C-4200 with C-4013A Warranty: 3 Years				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0084	50	each		
<b>Product Catg.:</b> 99842 - Fire and Police Equip. (Not Otherwise Classified)				

<b>Item Description:</b> Triton Speaker S-2009
<b>Tendering Text:</b> <b>Lot 7:</b> Manufacturer-Feniex Industries, Inc. Product: Triton Speak Model: S-2009 Warranty: 1 Year

The percentage discount(s) offered on the manufacturers catalogues listed below will **NOT** be used to determine award. Award will be based on the lowest net cost offered for this lot.

Feniex Industries, Inc complete line of Law Enforcement Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

Feniex Industries, Inc. complete line of EMS and Fire Safety Lights & Emergency Warning Equipment; Catalogue # \_\_\_\_\_ and percentage discount offered off list price for balance of catalogue \_\_\_\_\_ %

## **IX. ATTACHMENTS TO SOLICITATION**

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

### **IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

---

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

---

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

---

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form>

[09-9005-2]

## OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

## Purchase Order Attachment

### Acceptance of Offers 10% Below Statewide Term Contract Price

*Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.*

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

#### Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR  (full legal name of business entering this contract)	TAXPAYER IDENTIFICATION NO.  (See "Taxpayer Identification Number" provision)
AUTHORIZED SIGNATURE  (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE  (business title of person signing)
PRINTED NAME  (printed name of person signing above)	DATE SIGNED

#### Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE  (procurement officer authorized to issue purchase order and sign certification)	TITLE  (business title of person signing)
PRINTED NAME  (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: "'Term contract' means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

----- PURCHASE ORDER ATTACHMENT (NOV 2012) -----

[09-9020-1]